

RESOLUTION 90- 59

DESIGNATING THE ARIZONA COUNTIES RESEARCH FOUNDATION (ACRF)
AS FISCAL INTERMEDIARY BETWEEN NAVAJO COUNTY AND AHCCCS
FOR THE PURPOSE OF OBTAINING FEDERAL REIMBURSEMENT
OF ADMINISTRATIVE COSTS PURSUANT TO ARS 11-297

WHEREAS Arizona Revised Statutes Section 11-297 provides that beginning July 1, 1989, NAVAJO County is required to assist any person in completing an application for eligibility for health care services pursuant to Arizona Revised Statutes Section 36-2901.4(b)(iii) and shall submit the completed application and required documentation pertinent to the determination to the Arizona Department of Economic Security which shall determine the applicant's eligibility; and

WHEREAS Arizona Revised Statutes Section 11-297 provides that counties shall receive federal monies that are made available for administrative costs associated with completing applications for persons potentially eligible for health care services available pursuant to Arizona Revised Statutes Section 36-2901.4(b)(iii); and

WHEREAS the County has entered into an Intergovernmental Agreement with the Arizona Health Care Cost Containment System (AHCCCS) and the Arizona Department of Economic Security (DES) to complete applications for persons potentially eligible for health care services available pursuant to Arizona Revised Statutes Section 36-2901.4(b)(iii) and pursuant to Arizona Revised Statutes Section 11-297; and

WHEREAS in order for the County to obtain federal reimbursement of administrative costs for eligibility efforts pursuant to Arizona Revised Statutes Section 11-297, the County must provide the Arizona Health Care Cost Containment System with quarterly expenditure reports and activity summaries; and

WHEREAS the NAVAJO County Board of Supervisors desires to delegate the Arizona Counties Research Foundation as its fiscal intermediary for the purpose of obtaining federal reimbursement for administrative costs incurred by the County pursuant to Arizona Revised Statutes Section 11-297.

BE IT FURTHER RESOLVED that the Arizona Counties Research Foundation as fiscal intermediary for NAVAJO County is authorized:

1. To receive and compile the County's quarterly expenditure reports and activity summaries associated with eligibility applications completed pursuant to Arizona Revised Statutes Section 11-297.

2. To prepare the County's quarterly invoice which specifically identifies expenditures and activities associated with Arizona Revised Statutes Section 11-297.

3. To submit the County's quarterly expenditure report and activities in invoice form to the Arizona Health Care Cost Containment System.

4. To receive any monies from the Arizona Health Care Cost Containment System that are made available through the Title XIX of the Social Security Act to reimburse the County for administrative costs incurred pursuant to Arizona Revised Statutes Section 11-297.

5. To provide necessary and appropriate training and technical assistance to county employees responsible for random moment sampling and administrative cost reporting required to identify direct and indirect county eligibility costs for SOBRA eligibility determinations.

6. To administer and pay for the County's cost of the contractual agreement between Arizona Counties Research Foundation and David M. Griffith and Associates for the annual maintenance of the Random Moment Sampling system.

7. To disburse to the County 95 percent (95%) of any monies received from the Arizona Health Care Cost Containment System to reimburse the County for administrative costs incurred pursuant to Arizona Revised Statutes Section 11-297.

Signed this 23rd day of July, 1990.

NAVAJO COUNTY

By:

[Signature]
Chairman, Board of Supervisors

ATTEST:

[Signature]
Clerk of the Board

APPROVED AS TO FORM:

[Signature]
County Attorney

CONTRACT

SOBRA FISCAL INTERMEDIARY

NAVAJO COUNTY, ARIZONA

THIS AGREEMENT is made and entered into this _____ day of _____, 1990, by and between NAVAJO County, Arizona, hereinafter referred to as "COUNTY," and Arizona Counties Research Foundation (ACRF), 1570 W. Van Buren, Phoenix, Arizona 85007, hereinafter referred to as "ADMINISTRATOR."

WHEREAS, the COUNTY desires to retain administrative support services for the purpose of coordinating, reporting, invoicing, and disbursing Title XIX reimbursements for County administrative costs associated with SOBRA eligibility determination; and

WHEREAS, the ADMINISTRATOR and the COUNTY agree that ADMINISTRATOR is uniquely and solely qualified and has the specialized knowledge, expertise, resources and personnel to provide the COUNTY with the services required under this AGREEMENT related to SOBRA Intermediary Services and holds all necessary licenses and authorities to practice and to perform the services for the COUNTY and in the the State of Arizona; and

WHEREAS, no official or employee of the COUNTY has or is entitled to any financial or other beneficial interest in the subject matter of this AGREEMENT nor with respect to any of the business affairs of the ADMINISTRATOR; and

WHEREAS, the COUNTY and the ADMINISTRATOR desire to enter into a contract whereby the COUNTY retains ADMINISTRATOR and ADMINISTRATOR agrees to perform the services subject to express terms and conditions.

NOW, THEREFORE, in consideration of the representations and recitals and the mutual promises and terms contained in this AGREEMENT, the COUNTY and the ADMINISTRATOR agree that:

SERVICES TO BE PROVIDED

Assist NAVAJO County in satisfying the Federal and State Title XIX financial requirements of reporting and invoices for the recovery of SOBRA administrative costs, pursuant to Arizona Revised Statutes 11-297.

PURPOSE OF CONTRACT

The Purpose of contracting with ACRF as the fiscal intermediary is to maintain and maximize Federal Reimbursement to counties for SOBRA eligibility determination efforts. This approach has been indicated by HCFA and AHCCCS as an administratively efficient and desirable way in which to maintain effective coordination and fiscal accountability of the Title XIX reimbursement process to counties. Currently ACRF coordinates activities and distributes information for all fifteen (15) counties. It is advantageous and cost effective to allow ACRF to perform this function for the County. The principal responsibilities that would be performed by ACRF acting as the fiscal intermediary for NAVAJO County are as follows:

1. Administration of the contractual Agreement (and any supplemental agreements) between ACRF and David M. Griffith and Associates (DMG) for the Random Moment Sampling (RMS) system, and payment to DMG for such RMS system.
2. Maintenance of a uniform financial County cost reporting system that will identify direct and indirect County eligibility costs for SOBRA eligibility determinations.
3. Provision of training and technical assistance to County workers responsible for RMS and administrative cost reporting.
4. Preparation and submission of County quarterly reimbursement invoices to the Arizona Health Care Cost Containment System (AHCCCS).
5. Receipt and disbursement of Federal Title XIX reimbursement to NAVAJO County.

6. Provision of ongoing communication with DCA, HCFA, AHCCCS and DES regarding County SOBRA reimbursement system operations and changes.

ACRF WORK PLAN

In order for the County and the rest of the Arizona counties to receive federal reimbursement for SOBRA eligibility determinations, the following tasks will be included in the ACRF Fiscal Intermediary Work Plan:

- Task 1. Develop, draft, negotiate and maintain an Intergovernmental Agreement among and between AHCCCS, DES and the counties regarding SOBRA eligibility determinations (Required by ARS 11-297, 36-2905, and 26-2905.02).
- Task 2. Develop necessary documents required for ACRF to act as the fiscal intermediary for each County.
- Task 3. Provide central support in tabulating and reporting RMS results.
- Task 4. Design and develop a uniform County cost reporting process.
- Task 5. Receive County RMS and County administrative cost information.
- Task 6. Compile County reports and prepare and submit quarterly County reimbursement invoices to AHCCCS.
- Task 7. Receive and disburse federal reimbursement to counties.
- Task 8. Communicate with DCA, HCFA, AHCCCS and DES regarding reimbursement systems operations and changes.

In order for ACRF to complete its work as fiscal intermediary, the following support activities must be completed at the County level on a regular basis:

- Activity 1. County eligibility offices must complete RMS observation forms and submit them to DMG.
- Activity 2. Using the uniform cost reporting format, counties must submit their direct and indirect administrative costs for all eligibility determinations to ACRF.

Unless these two activities are maintained on a regular basis, it will not be possible for ACRF to prepare County quarterly reimbursement invoices. The timetables for preparing information invoicing and County reimbursement are as follows:

Reimbursement Timetable

<u>Quarterly Reporting</u>	<u>Invoice Preparation</u>	<u>County Reimbursement</u>
Jul 1 - Sep 30	Oct 1 - Oct 15	Dec 15, 1990
Oct 1 - Dec 31	Jan 1 - Jan 15	Mar 15, 1991
Jan 1 - Mar 31	Apr 1 - Apr 15	Jun 15, 1991
Apr 1 - Jun 30	Jul 1 - Jul 15	Sep 15, 1991

TIME OF PERFORMANCE

A. The services required to be performed by the ADMINISTRATOR under this AGREEMENT shall be undertaken and completed in such manner and sequence as to assure their expeditious completion and to best carry out the purposes and requirements of this AGREEMENT.

B. The services of the ADMINISTRATOR shall commence on July 1, 1990 and continue until June 30, 1991. Continuation of services may be renewable each year.

COMPENSATION

For all services rendered under this AGREEMENT, the ADMINISTRATOR shall receive

5 percent (5%) of all County reimbursement for SOBRA eligibility determinations. Serving as the fiscal intermediary, ACRF would receive a single payment each quarter from AHCCCS and would remit 95% of the reimbursement to each County based on the RMS and administrative costs submitted in each County report.

In the event that the services are not completed in a satisfactory manner or if this AGREEMENT is terminated before completion of the services for any reason, then the ADMINISTRATOR may submit a billing statement showing in detail the amount of services actually completed, and the ADMINISTRATOR shall be paid only the amount of the reasonable value of the services completed satisfactorily, as determined by the County and the ADMINISTRATOR.

CONSULTANT'S EXPENSES

The County shall not be charged for nor be liable for any costs or expenses incurred by the ADMINISTRATOR for any purpose whatsoever including but not limited to travel and per diem expenses, telephone or copy costs, computer or other equipment charges, and labor or other personnel expenses. Any such costs or expenses incurred by the ADMINISTRATOR shall be the sole responsibility of the ADMINISTRATOR and shall be paid in a timely manner by the ADMINISTRATOR.

NO OBLIGATION TO THIRD PARTIES

The County shall not be obligated nor liable under this AGREEMENT to any third party or subcontractor of the ADMINISTRATOR. The ADMINISTRATOR shall secure at its own expense all personnel necessary for performing the professional services under this AGREEMENT. Such personnel shall not be deemed to be employees of nor to have contractual relationship with the County. All of the services required under this AGREEMENT shall be performed by the ADMINISTRATOR or directly under the ADMINISTRATOR'S supervision, and all persons engaged in the work shall be fully qualified to perform the services.

OBLIGATIONS OF ADMINISTRATOR

A. INSURANCE. The ADMINISTRATOR shall obtain and maintain during the term of this AGREEMENT the following insurance coverages:

1. Comprehensive general liability, including premises-operations, broad form property damage, blanket contractual liability, independent contractors and personnel injury, with policy limits not less than \$500,000.00 combined single limits, per occurrence and aggregate;

2. Automobile liability, including owned, hired and non-owned vehicles, with policy limits of not less than \$500,000.00 combined single limits, per occurrence and aggregate; and

3. Workers Compensation Insurance.

Upon request, the ADMINISTRATOR shall provide to the County acceptable certificates of insurance for all coverages required under this AGREEMENT.

B. NONDISCRIMINATION. In the performance of the terms of this AGREEMENT, the ADMINISTRATOR shall not engage in, nor permit any agent, representative, or subcontractor to engage in discrimination in employment of persons because of their race, religion, color, national origin, ancestry, political affiliation, physical handicap, medical condition, age, marital status or sex.

C. FEDERAL COMPLIANCE. The ADMINISTRATOR shall perform the services contemplated under this AGREEMENT in compliance with the Federal laws, rules and regulations concerning minimum hours and wages (Davis-Bacon Act, 40 U.S.C. 167a et seq.), fair employment practices (29 U.S.C. 201 et seq.), Workers' Compensation Insurance and Safety in Employment, and all amendments thereto, and all similar Federal laws, rules, and regulations to the extent they are applicable. The ADMINISTRATOR shall indemnify and hold harmless the County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorneys' fees and costs, presented, brought, or recovered against the County, for or on account of any liability under any of the above-referenced laws, rules or regulations, which may be incurred by reason of any work performed by the ADMINISTRATOR under this AGREEMENT.

D. CONFIDENTIALITY. The ADMINISTRATOR shall, and hereby agrees, not to reveal or release any information provided to him or to which he may have access, including copies of any and all documents or records, which is or may be confidential or proprietary information.

RECORDS AND WORK PRODUCT

The ADMINISTRATOR shall maintain full and accurate records and files of all matters covered by this AGREEMENT, and the County shall have free access at all reasonable times to such records and files. At the termination or expiration of this AGREEMENT, for any cause, the ADMINISTRATOR shall deliver to the County all documents, records or materials then in the possession of the ADMINISTRATOR under this AGREEMENT.

The ADMINISTRATOR further warrants and represents to the County that the ADMINISTRATOR now has all authority and permission necessary to use any and all professional materials and resources which are necessary to complete the services under this AGREEMENT and to transfer those materials, as necessary, to the County and to authorize their use by the County without any violation or infringement upon any protected right or interest of any other person, firm or entity.

SERVICES PROVIDED BY County

The County shall provide, without cost, to the ADMINISTRATOR all reasonable access to information and persons under the control of the County which are or may reasonably be necessary for the provision of service by the ADMINISTRATOR under this AGREEMENT, but the County shall not be responsible to provide to any personnel assistance, any equipment including computer time or programming, and any office space.

AGREEMENT STATUS

This AGREEMENT is and shall be deemed an independent contract for services, and the ADMINISTRATOR shall be deemed as, and shall act at all times as, an independent contractor and not an employee of the County, and shall not be entitled to any County employee services or benefits.

property, including consequential damages of any nature resulting therefrom, and for damage or injury to the rights of any person, arising out of or in any way connected with the negligent performance of this AGREEMENT by act or omission, or by intentional act, by or on behalf of the ADMINISTRATOR or its agents, representatives or subcontractors, or resulting from any violation by ADMINISTRATOR, its agents, representatives or subcontractors, employed by the ADMINISTRATOR, of any statute, law, regulation or other legal requirement.

AMENDMENTS, CHANGES, ENTIRE AGREEMENT

The County may, from time to time, require changes in the scope or manner of services to be performed by the ADMINISTRATOR. Such changes, which are mutually agreed upon by and between the County and the ADMINISTRATOR, shall be incorporated in writing as a supplement to this AGREEMENT.

This AGREEMENT, unless supplemented in writing, shall constitute the entire contract between the parties, and no other agreements, amendments, or modifications, unless executed in writing, shall be binding upon the parties.

APPLICABLE LAW

This AGREEMENT shall be subject to and construed in accordance with the laws of the State of Arizona.

NOTICES

Any notices, billing statements, invoices, or reports required under this AGREEMENT shall be delivered in person or sent by U.S. Mail, postage prepaid, to the following addresses:

County: NAVAJO COUNTY ADMINISTRATION
P.O. BOX 668
HOLBROOK, AZ 86025

ADMINISTRATOR: Ed Ricketts
Executive Director
Arizona Counties Research Foundation
1570 W. Van Buren
Phoenix, Arizona 85007

or to such other addresses as the parties shall specify in writing.

IN WITNESS WHEREOF, the County and the ADMINISTRATOR have executed this AGREEMENT on the dates specified.

BOARD OF County SUPERVISORS
OF NAVAJO County, ARIZONA

DATED: July 23, 1990

[Signature]
Chairman

ARIZONA COUNTIES RESEARCH FOUNDATION

DATED: 8-3-90

[Signature]
Ed Ricketts
Executive Director

Approved as to form and within the powers and duties
of the NAVAJO County Board of Supervisors.

Dated: July 23, 1990

Melvin R. Bowers, Jr., NAVAJO County Attorney

By: [Signature] Deputy